

ATTACHMENT VIII

BUSINESS PROCESS REQUIREMENTS

Section 1. General Business Requirements

1.1 Procedures

1.1.1 NYNEX Contact with Subscribers

1.1.1.1 MCIm at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by MCIm. MCIm subscribers include active MCIm subscribers as well as those for whom service orders are pending.

1.1.1.2 NYNEX shall ensure that any NYNEX personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about MCIm services or products; (ii) do not in any way disparage or discriminate against MCIm, or its products or services; and (iii) do not initiate discussion about NYNEX products or services during that same inquiry or subscriber contact.

1.1.1.3 NYNEX shall not use MCIm's request for subscriber information, order submission, or any other aspect of MCIm's processes or services to aid NYNEX's marketing or sales efforts. NYNEX retail reserves the right to use the notice of disconnection of its own subscribers as an opportunity to remarket to end users.

1.1.2 Expedite, Escalation, and Disaster Procedures

1.1.2.1 No later than thirty (30) days after the Effective Date of this Agreement, NYNEX and MCIm shall develop mutually acceptable escalation and expedite procedures which may be invoked as required to correct servicing failures associated with the Pre-Ordering, Ordering, Provisioning, Maintenance, Repair and Subscriber Usage Data transfer processes and Billing. In addition, NYNEX and MCIm will establish intercompany escalation lists for purposes of handling subscriber and

other matters which require attention/resolution outside of normal business procedures. These escalation lists shall be provided by NYNEX to MCI and by MCI to NYNEX prior to the Effective Date of this Agreement. Any permanent change to the escalation contact list by either Party shall be provided to the other Party at least one (1) week before such changes become effective. Temporary changes to the list, as the result of illness, vacation or other similar short term event, shall be communicated as early as practical.

1.1.2.2 If an electronic interface used to exchange information and gain access to functionality for necessary Pre-Ordering, Service Ordering, Provisioning, Maintenance, Billing, and Repair is rendered inoperable for any of these functions, the Parties agree to (i) work cooperatively to expeditiously correct this situation and (ii) invoke interim interface methodologies required to support the affected function. These interim methodologies will be mutually agreed upon and documented in a reciprocal intercompany operations guide to be completed by the Parties within ninety (90) days of the Effective Date of this Agreement.

1.1.2.3 NYNEX shall provide MCI access to NYNEX OSS functionality during the same hours of operation that NYNEX representatives have access to these systems.

1.1.3 Operational and Technological Changes

1.1.3.1 NYNEX shall notify MCI of any operational or technological (e.g., network, systems interfaces) changes that affect the manner in which MCI obtains Pre-Ordering, Ordering, Provisioning, Maintenance, Billing, and Repair and other functions or affects the physical or logical interconnect methodologies or functionality of Network Elements purchased by MCI no less than six (6) months before NYNEX plans to implement such change. The Parties may mutually agree to shorter notice periods.

1.1.4 Subscriber of Record

1.1.4.1 NYNEX shall recognize MCI as the Subscriber of Record for all Network Elements or services for resale ordered by MCI and shall send all notices, invoices, and information which pertain to such ordered

services directly to MCI. MCI will provide NYNEX with addresses to which NYNEX shall send all such notices, invoices, and information.

1.1.5 Work Center Interface Procedures

1.1.5.1 NYNEX and MCI shall, within sixty (60) days of the Effective Date of this Agreement, develop and implement Work Center Interface Procedures for each function/business process.

1.2 Service Offerings

1.2.1 Changes in Service Offerings

1.2.1.1 NYNEX shall notify MCI of any proposed changes in the terms and conditions under which NYNEX offers unbundled Network Elements or interconnections, including but not limited to, the introduction or discontinuance of any features, functions or services at least one hundred twenty (120) days prior to the effective date of said changes.

1.2.1.2 NYNEX initiated changes to unbundled Network Elements provided under this Agreement will be made with the consent of MCI. Notification to MCI of introduction of new Network Elements features or functionality by NYNEX will be made in accordance with appropriate state jurisdiction regulations for new tariff filings.

1.2.2 Essential Services

1.2.2.1 NYNEX shall designate an access line as subject to priority restoration upon MCI's request in accordance with NYNEX's existing procedures for such restoration and consistent with industry, state and federal standards and regulations.

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1.2.4 TTY/TDD

1.2.4.1 NYNEX shall cooperate with MCI to provide services and equipment necessary to serve TTY/TDD subscribers.

1.2.5 Blocking Services

Upon request from MCI, NYNEX shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future. This NYNEX provided blocking option will be available on resold services and line ports associated with unbundled local switching elements. NYNEX shall also provide BNS, including required LIDB updates for blocking completion of bill -to- third party and collect calls, on resold services and unbundled local switching elements on a nondiscriminatory basis in parity to which NYNEX provides the same options to itself.

1.2.6 Training Support

1.2.6.1 NYNEX's methods, procedures and training supplied to customer contact personnel will require it to provide parity service for all work including that performed in conjunction with a NYNEX service provided to MCI for resale, unbundled Network Elements provided to MCI, or services provided by NYNEX to its end user customers. NYNEX technicians and all other customer contact personnel will receive training developed by NYNEX based upon NYNEX's requirement to serve all carriers and customers in a non-discriminatory basis.

1.2.6.2 NYNEX shall provide user guides and training to a reasonable number of MCI employees on the use of the mechanized interface gateway to the NYNEX operating support systems used by MCI in the Pre-Ordering, Ordering, Provisioning, Maintenance, Repair, and Billing of resold services and unbundled Network Elements. This training will also include information on the use and completion of the various forms and system screens needed to complete the aforementioned business functions.

1.2.7 CICs

When MCI subscribes to services under Attachment IV, NYNEX shall provide MCI a list of those IECs with access service at each of the NYNEX access tandems that MCI's end office switch subtends and of the CICs the IECs are using in those tandems. To the extent NYNEX knows which IEC services are utilizing specific CICs, NYNEX will provide MCI with a list of these services and associated CICs. The Parties will develop mutually agreed upon methods to keep this list current.

1.3 Systems Interfaces

NYNEX shall provide MCIm with the ability to access NYNEX's operational support systems via electronic interfaces for transferring and receiving information and executing transactions for business functions related to Pre-Ordering, Service Ordering, Provisioning, Maintenance and Repair, and Billing for Local Resale, unbundled Network Elements, interconnection, and other NYNEX services obtained by MCIm pursuant to this Agreement. Unless otherwise required by law, NYNEX shall modify these interfaces or provide additional interfaces which support the applicable industry standards when technically feasible. The implementation schedule for these interfaces will be Mutually Agreed to by the Parties.

Section 2. Pre-Ordering

2.1 General Business Requirements

2.1.1 SAG

2.1.1.1 MCIm may access address verification information, to verify premise address, through either the GUI or EIF interface.

2.1.2 CLASS and Custom Features

2.1.2.1 MCIm may, for services purchased for resale, order the entire set of CLASS and Custom Calling Features and functions or a subset of any one or any combination of such features available in each separate NYNEX end office switch. MCIm, when purchasing unbundled Network Elements from NYNEX, may equip these elements with these same features and functions to the extent available in NYNEX end office switches. NYNEX shall provide MCIm a list of features and functions available, for use with unbundled elements, on an end office by end office basis. In addition, NYNEX shall provide MCIm with a system interface allowing it to verify availability of these services, features and functions for resale. MCIm may access product and service availability information on an end office by end office basis through either the GUI or EIF interface.

2.1.3 Subscriber Payment History

2.1.3.1 The Parties shall make available to a mutually agreed upon third-party credit reporting agency, on a timely basis, such subscriber payment history information that the Parties mutually agree is sufficient to allow

each Party to determine the creditworthiness of a person or entity that applies for that Party's local service or intraLATA toll Telecommunications Service(s). At a minimum such information shall include:

2.1.3.1.1 Applicant's name;

2.1.3.1.2 Applicant's address;

2.1.3.1.3 Applicant's previous phone number, if any;

2.1.3.1.4 Amount, if any, of unpaid balance in applicant's name in excess of \$25.00

2.1.3.1.5 Whether applicant is delinquent on payments;

2.1.3.1.6 Length of service with prior local provider;

2.1.3.1.7 Whether applicant had local service terminated or suspended within the last six months with an explanation of the reason therefor; and

2.1.3.1.8 Whether applicant was required by prior local provider to pay a deposit or make an advance payment, including the amount of each.

2.1.3.2 Such information shall be provided on the condition that the credit reporting agency only make such information available to the carrier to which the person or entity in question has applied for Telecommunication Service.

2.1.3.3 NYNEX shall not refuse service to MCIIm for any potential MCIIm subscriber on the basis of that subscriber's past payment history with NYNEX. MCIIm shall establish the credit scoring criteria for applicants for MCIIm services.

2.1.4 Number Administration/Number Reservations

2.1.4.1 Until number administration functions are assumed by a neutral third party in accordance with FCC Rules and Regulations, NYNEX shall assign NXXs to MCIIm on a non-discriminatory basis subject to the

NANPA guidelines for assignment of NXXs. Further, NYNEX shall provide MCI with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with MCI. NYNEX shall provide the same range of number choices to MCI, including choice of exchange number, as NYNEX provides its own subscribers. Reservation and aging of numbers shall remain NYNEX's responsibility.

2.1.4.2 NYNEX shall load MCI's NXX on the same basis as NYNEX loads them for itself or its Affiliates.

2.1.4.2.1 NYNEX shall provide additional numbers at MCI's request as subscriber demand requires.

2.1.4.3 NYNEX will provide MCI services purchased for resale using NXX codes and numbers assigned to NYNEX and available in the NYNEX switch on a non-discriminatory basis equal to that NYNEX assigns numbers to itself and other telecommunications service providers.

2.1.4.4 MCI may request that NYNEX install MCI NXX codes in NYNEX switches. NYNEX will comply with this request based on the Parties jointly cooperating to ensure all appropriate mechanisms are in place to satisfy all billing requirements. MCI agrees to compensate NYNEX for all reasonable expenses, including but not limited to additional switch memory and support system inventory, associated with opening MCI's code. [MCI agrees that this code will be used solely for the provision of local exchange services to end user customers within the normal serving area of the switching entity.]

2.1.4.5 NYNEX shall accept MCI orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, on an equal basis NYNEX provides such numbers to itself and other similarly situated local exchange carriers.

2.1.4.6 For simple services number reservations, NYNEX shall provide real-time confirmation of the number reservation. For number reservations associated with complex services, NYNEX shall provide confirmation of the number reservation under the same terms as NYNEX processes these requests for itself.

2.2 Service Order Process Requirements

2.2.1 DDD

2.2.1.1 NYNEX shall supply MCIm with due date intervals, and or access to systems through either the GUI or the EIF interface which contain current available due dates.

2.2.2 Specific Unbundling Requirements

2.2.2.1 When ordering a combination of unbundled Network Elements, MCIm shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.2.2 When MCIm orders unbundled Network Elements, NYNEX shall provision all features, functions, and capabilities of the Network Elements as specified by MCIm on each order which include, but are not limited to:

2.2.2.2.1 The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to NYNEX's subscribers, such as telephone number, white page listing, and dial tone; and

2.2.2.2.2 All other features that the switch is capable of providing, including, but not limited to, Custom Calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

2.3 Systems Interfaces and Information Exchanges

2.3.1 General Requirements

2.3.1.1 NYNEX shall provide to MCIm, through either the GUI or EIF interface, a list by end office of all CLASS and Custom features and functions.

2.3.2 Pre-Ordering and Provisioning for Resale Services

2.3.2.1 NYNEX will make available to MCI or MCIIm the ability to check the availability of interLATA carriers for subscriber selection on an end office by end office basis through either the GUI or EIF interface.

2.3.2.2 [INTENTIONALLY LEFT BLANK]

2.3.2.3 NYNEX shall provide MCIIm with access to a CSR without requiring MCIIm to produce a signed LOA based on MCIIm's blanket representation that the subscriber has authorized MCIIm to obtain such CPNI. MCIIm must positively indicate (in the appropriate field on the interface) that it has subscriber authorization for each CSR requested. NYNEX reserves the right to conduct periodic audits to ensure compliance with applicable CPNI requirements.

2.3.2.3.1 NYNEX will provide MCIIm the ability to retrieve NYNEX CSR information which will allow MCIIm to obtain the subscriber profile, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber account(s). NYNEX will make available to MCIIm the ability to obtain information on all features and services available in the end office where the subscriber's services are currently provisioned.

2.3.3 Pre-Ordering and Provisioning for Unbundling

2.3.3.1 NYNEX shall provide MCIIm, upon its request, a list of all technically available functionalities for unbundled Network Elements.

2.3.3.2 For the purpose of determining feasible points of interconnection, NYNEX shall provide to MCIIm, upon MCIIm's request, current engineering and plant records and drawings regarding, but not limited to, conduit, fiber, switch port, loop feeder, and distribution. Through its operations or support systems, NYNEX also shall provide to MCIIm data necessary for MCIIm to determine feasible points of interconnection; provided that, where such systems contain confidential data, MCIIm must demonstrate to NYNEX that MCIIm has received appropriate authorization from the relevant customer as a precondition to MCIIm's access to the system.

2.3.3.3 NYNEX shall provide MCIIm, upon its request, advance information of the details and requirements for planning and

implementation of NPA splits at least six (6) months prior to implementation of such splits.

Section 3. Ordering and Provisioning

3.1 General Business Requirements

3.1.1 Ordering and Provisioning Parity

3.1.1.1 During the term of this Agreement, NYNEX shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCI to provide at least the same level and quality of service for all resale services, and unbundled Network Elements as NYNEX provides itself in the provisioning of local exchange services, and all other similarly situated local exchange carriers. NYNEX shall provide MCI with the same level of ordering and provisioning support as NYNEX provides itself in accordance with standards and performance measurements of applicable law or regulation.

3.1.2 SPOC

3.1.2.1 **Unbundled Network Elements.** NYNEX shall provide a Local Carrier Service Center or equivalent which shall serve as MCI's SPOC for all activities involved in the ordering and provisioning of NYNEX's unbundled Network Elements and associated features, and functions. NYNEX will provide a separate center for resale services. The SPOC shall accept orders through an electronic interface for MCI according to the same schedule NYNEX processes end user service requests for itself and other similarly situated local exchange carriers. The SPOC servicing MCI for unbundled Network Elements will provide MCI telephone numbers as appropriate to answer questions and resolve problems associated with the ordering and provisioning of unbundled elements. These numbers will be available as needed to support MCI during normal business hours for NYNEX service centers.

3.1.2.1.1 **Unbundled Network Elements.** NYNEX shall provide, as requested by MCI, through the SPOC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during the same hours

and subject to the same conditions under which NYNEX provides dispatch for itself and other similarly situated local exchange carriers.

3.1.2.2 Resale. MCIIm will have access to the NYNEX Resale Services Operations Center Help Desk for trouble administration for resold services seven (7) days a week twenty-four (24) hours per day. Resellers may submit orders through the electronic interface twenty-four (24) hours per day seven (7) days a week, with the exception of times when the system may be down for normal maintenance. Orders input by resellers out of the hours the NYNEX Operations Center is open will be placed in queue until the center reopens. The NYNEX Resale Services Operations Center Help Desk will be staffed by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of resale services.

3.1.2.2.1 Resale. MCIIm shall be able to contact the NYNEX Services Operations Center Help Desk from 8:00 a.m. to 6:00 p.m. Monday through Friday to arrange provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities.

3.1.3 Carrier Selection

3.1.3.1 For services for resale or unbundled Network Elements, NYNEX shall provide MCIIm the capability to order local service, intraLATA, interLATA, and international toll services by entering the MCIIm subscriber's choice of carrier on a single order. NYNEX shall provide MCIIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk basis.

3.1.3.2 [INTENTIONALLY LEFT BLANK]

3.1.4 Notification to Long Distance Carrier

3.1.4.1 NYNEX agrees to notify MCI using OBF approved Customer Account Record Exchange (CARE) transactions whenever an MCI subscriber is provided local service through resale. NYNEX will accept / process end user PIC selections for MCIIm subscribers only from MCIIm. Any IEC submitted PIC changes associated with MCIIm subscribers must

be directed to MCI in a timely manner. INP telephone numbers will be marked as *ineligible for presubscription* in NYNEX systems.

3.1.4.2 NYNEX shall support and implement new TCSs defined by OBF in support of local resale to enable MCI to provide seamless subscriber service.

3.1.4.2.1 NYNEX shall implement TCSs used in conjunction with the new LSP Identification Code for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSs include 4001, 4201, 4203, 4204, 4301, 2618, and 3148.

3.1.4.2.2 [INTENTIONALLY LEFT BLANK]

3.1.4.3 [INTENTIONALLY LEFT BLANK]

3.1.4.4 NYNEX shall provide the PTN on purchased CARE lists of MCIPIC'd and non-MCI PIC'd subscribers.

3.2 Service Order Process Requirements

3.2.1 OBF Compliance

3.2.1.1 NYNEX and MCI agree to work cooperatively to follow the OBF-developed ordering and provisioning process guidelines. These processes include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/ rejection, firm order confirmation, OEC, and completion notification. NYNEX agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning. The Parties acknowledge and agree that use of NYNEX terminology instead of OBF terminology in this Attachment VIII does not affect the Parties' obligations under this Attachment VIII.

3.2.2 Service Migrations and New Subscriber Additions

3.2.2.1 For resale services, NYNEX shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to process an MCI order to establish MCI Local Service and/or migrate a subscriber to MCI local service.

3.2.2.2 NYNEX shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to MCI service without prior MCI agreement.

3.2.2.3 For services provided through unbundled Network Elements, NYNEX shall recognize MCI as an agent for the subscriber in coordinating the disconnection of services provided by NYNEX. In addition, NYNEX shall not disconnect any NYNEX services provided to the NYNEX subscriber prior to the due date and time requested by MCI and committed to by NYNEX. In the event MCI has not completed its installation of Network Elements, by this requested and committed to time, NYNEX will delay its disconnect of the end users' service on request by MCI.

3.2.2.4 Unless otherwise directed by MCI, when MCI orders resale services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability. MCI will specify the features, functions, capabilities and call routing to be provided in the connection of unbundled Network Elements. NYNEX will not assume when reconnecting the elements that were part of a bundled retail service that NYNEX provided to the end user that MCI will retain the same features.

3.2.2.5 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, NYNEX and MCI will Mutually Agree on a scheduled conversion time, which will be a designated two-hour time period within a designated date.

3.2.2.5.1 NYNEX and MCI will coordinate activities of all work groups involved with the conversion. This coordination will include, but not be limited to, work centers charged with manual cross-connects, electronic cross-connect mapping, and switch translations (including but not limited to, implementation of interim local number portability translations).

3.2.2.5.2 NYNEX will notify MCI when conversion is complete.

3.2.2.5.3 End user service interruptions will be kept to the minimal time necessary to complete the conversion and be scheduled

jointly by NYNEX and MCI for a time designed to minimize customer impact.

3.2.3 Intercept Treatment and Transfer of Service Announcements

3.2.3.1 NYNEX shall provide unbranded intercept treatment and transfer of service announcements to MCI's subscribers who have chosen to change to MCI-provided local exchange service without porting their number or when MCI requests a disconnect of a number ported under an INP arrangement. NYNEX shall provide such treatment and transfer of service announcement for a period equal to that which NYNEX provides its own similarly situated customers.

3.2.4 DDD

3.2.4.1 MCI shall specify on each order the DDD. This due date will, where appropriate for unbundled Network Elements or resold services, reflect either the first available due date for the type and quantity of services requested in the specific location as obtained from the electronic interface for schedules provided by NYNEX or at a longer interval. NYNEX shall not complete the disconnect order prior to the DDD.

3.2.4.2 If the DDD falls after the standard order completion interval NYNEX shall complete the order on the DDD.

3.2.4.3 On resold service requests, subsequent to an initial order submission, MCI may request a new/revised due date that is earlier than the minimum defined interval. NYNEX will make reasonable efforts to comply with MCI's request.

3.2.4.4.1 With respect to resale and unbundled Network Elements, any special or preferred scheduling options available, internally or externally to NYNEX, for ordering and provisioning services shall also be available to MCI.

3.2.5 Subscriber Premises Inspections and Installations

3.2.5.1 MCI shall perform or contract for all needs assessments, including equipment and installation requirements, at the subscriber premises.

3.2.5.2 NYNEX shall provide MCIIm with the ability to schedule subscriber premises installations.

3.2.5.3 NYNEX shall provide MCIIm access to intrabuilding riser and lateral cabling beyond the NID, at MCIIm's request, subject to the same terms and conditions as NYNEX provides such access to third parties.

3.2.6 Order Confirmation

3.2.6.1.1 **Unbundled Network Elements.** NYNEX shall provide to MCIIm, via an electronic interface, a FOC for each MCIIm order. The FOC shall contain on a per order basis the Committed Due Date for order completion, NYNEX service order number, telephone number(s) or circuit ID(s).

3.2.6.1.2 **Resale.** NYNEX shall provide MCIIm, via an electronic interface, a SOC for each MCIIm order. NYNEX shall provide MCIIm a SOC indicating the order was received and processed by NYNEX, the PON, the NYNEX service order number and the Committed Due Date.

3.2.6.2 Unbundled Network Elements

For a revised FOC, on the electronic interface, NYNEX shall provide MCIIm's purchase order number and MCIIm's version number and the appropriate NYNEX service order number. NYNEX shall provide comparable information, to the extent feasible, where revised FOC's are provided in a manual mode.

3.2.7 Order Rejections

3.2.7.1 [INTENTIONALLY LEFT BLANK]

3.2.7.1.1 **Unbundled Network Elements.** NYNEX shall reject and return to MCIIm any order that NYNEX cannot provision, because of technical reasons, missing information, or jeopardy conditions. When an order is rejected, NYNEX shall, in its reject notice, specifically describe all of the reasons for which the order was rejected.

3.2.7.1.2 NYNEX agrees to accept from MCI verbal correction of order entry errors for unbundled Network Elements in those cases in which the electronic interface provided to support the ordering process is not properly functioning or is otherwise not available.

3.2.7.2 **Resale.** NYNEX may reject any order received by NYNEX that does not meet mutually agreed order entry guidelines. If NYNEX receives a correctly formatted order with missing or incorrect information, NYNEX will query MCI for the correct information.

3.2.8 Service Order Changes

3.2.8.1 When an installation or other MCI ordered work requires a change from the original MCI service order, NYNEX shall obtain MCI's authorization in advance of performing the installation or other work if the change in scope of work will: (i) subject MCI to an additional charge, and/or (ii) alter the manner in which MCI will receive the service. In any such cases, NYNEX shall provide MCI an estimate of additional labor hours, of additional materials and of how the service is to be provisioned, as applicable. After any such installation or other work is completed, NYNEX shall notify MCI, within the next bill date for that service, of the actual labor hours, materials and/or service provisioning in accordance with regular service order completion schedules. Notwithstanding the above, in cases of special construction, or cases where NYNEX is awaiting a bill from an outside vendor, additional billing cycles may be required prior to providing hours and materials costs.

3.2.8.2 If an MCI subscriber requests a service change at the time of installation or other work being performed by NYNEX on behalf of MCI, NYNEX, while at the subscriber premises, shall direct the MCI subscriber to contact MCI.

3.2.9 Jeopardy Situations

3.2.9.1 NYNEX will to the extent it has knowledge provide MCI notification of any jeopardy situations prior to the committed Due Date or appointments, and any other delay or problem in completing work specified on MCI's service order as detailed on the FOC or SOC.

3.2.10 Cooperative Testing

3.2.10.1 Network Testing

3.2.10.1.1 NYNEX shall perform all pre-service testing prior to the scheduled completion of the order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by MCIIm.

3.2.10.1.2 As soon as practicable after MCIIm's request for scheduled cooperative testing, NYNEX shall perform said testing with MCIIm (including trouble shooting to isolate any problems) to test Network Elements purchased by MCIIm in order to identify any problems.

3.2.10.2 Systems and Process Testing

3.2.10.2.1 NYNEX shall cooperate with MCIIm upon its request to ensure that all operational interfaces and processes are in place and functioning properly and efficiently. Testing criteria will be defined jointly by the Parties and should simulate actual operational procedures and systems interfaces to the greatest extent possible. The Parties will Mutually Agree on the time frames and locations where such tests may be scheduled so as to provide a controlled environment without excessive disruption of live work flow and center operations.

3.2.11 Service Suspensions/Restorations

3.2.11.1 Upon MCIIm's request through a Suspend/Restore Order, NYNEX shall suspend or restore the functionality of any Network Element, feature, function, or resale service. NYNEX shall provide MCIIm restoration priority on a per Network Element or combination basis in a manner that provides parity between NYNEX end users and the end users of all other Telecommunications Carriers.

3.2.12 Disconnects

3.2.12.1 NYNEX shall provide database access to MCIm that will enable MCIm to confirm service disconnections.

3.2.13 Order Completion Notification

3.2.13.1 With respect to orders for resale and unbundled Network Elements upon completion of a service order in its system(s), NYNEX will update the status of this order, to reflect completion, MCIm can access this service order status via an electronic interface.

3.2.14 Fulfillment Process

3.2.14.1 MCIm shall conduct all activities associated with the account fulfillment process for all MCIm subscribers.

3.2.15 Specific Unbundling Requirements

3.2.15.1 MCIm may order and NYNEX shall provision unbundled Network Elements either individually or in combinations on a single order unless NYNEX demonstrates technical infeasibility.

3.2.15.2 Prior to providing service in a specific geographic area or when MCIm requires a change of network configuration, MCIm may elect to place order with NYNEX requiring NYNEX to prepare Network Elements and switch translations in advance of MCIm's submission of orders for such additional Network Elements. If such a preparation order is placed, MCIm shall, if necessary, participate in joint planning with NYNEX.

3.2.15.3 When MCIm orders Network Elements that are currently connected to each other, NYNEX shall ensure such Network Elements remain so connected and functional.

3.2.15.5 Network Elements shall be identified and ordered by MCIm so that they can be provisioned together. Orders for Network Elements to be used in combinations must reflect those combinations where the Elements are provisioned in a logical contiguous manner. MCIm shall be responsible for identifying any available options or features normally associated with each Network Element or combinations thereof ordered. Network Elements that are not provisioned in a logical contiguous manner must be ordered as separate Network Elements.

3.2.15.6 NYNEX will provide the Network Elements as ordered by MCI. MCI will ensure that such Network Elements are technically compatible. When MCI orders Network Elements, NYNEX shall provide technical assistance to ensure compatibility.

3.2.15.7 Each order for Network Elements will contain administration, bill, contact, and subscriber information, as required on the order forms or system templates that support ordering of unbundled Network Elements.

3.3 Systems Interfaces and Information Exchanges

3.3.1 General Requirements

3.3.1.1 NYNEX shall provide MCI electronic interface(s) for transferring and receiving information and executing transactions for business functions directly related to Pre-Ordering, Ordering, Provisioning, Maintenance, Repair and Billing of Telecommunications Services features, and functions. The interfaces will provide MCI customer-facing personnel with a level of information and systems functionality that NYNEX provides its corresponding personnel in service centers and repair bureaus.

3.3.1.1.2 [INTENTIONALLY LEFT BLANK]

3.3.1.2 NYNEX interfaces shall provide MCI with the same process and system capabilities for both residence and business ordering and provisioning. MCI shall not be required to develop distinct processes or interfaces by class of service.

3.3.1.3 NYNEX provided interfaces shall enable MCI to access information contained in NYNEX OSS to perform the same functions that NYNEX personnel perform using this information. Access to this OSS information will be provided to MCI during the same hours that it is available to NYNEX personnel.

3.3.1.4 *Interim interfaces or processes may be modified, if so agreed by MCI and NYNEX, during the interim period.*

3.3.1.5 Until the real-time, electronic interface is available, NYNEX agrees that the CATC or similar function will accept MCI orders. Orders

will be transmitted to the CATC via an interface or method agreed upon by MCI and NYNEX.

3.3.1.6 NYNEX shall provide, in conjunction with MCI, "electronic bonding" between NYNEX and MCI for those interfaces where real-time, transparent access to data and systems transactions are required in order for NYNEX to support MCI, and for MCI to provide features and services to subscribers, as defined by MCI's operational requirements. Electronic bonding shall be provided, if and when technically feasible, or at such time as industry standards are available for bonding of ordering and provisioning systems.

3.3.2 Ordering and Provisioning for Resale Services

3.3.2.1 NYNEX shall provide MCI an, electronic interface that allows MCI to assign telephone number(s).

3.3.2.2 NYNEX shall provide MCI an, electronic interface to schedule dispatch and installation appointments

3.3.2.3 [INTENTIONALLY LEFT BLANK]

3.3.2.4 NYNEX shall provide MCI an electronic interface that allows MCI to provide service availability dates.

3.3.2.5 NYNEX shall provide MCI an electronic interface that transmits status information on service orders. Until a real-time electronic interface is available, NYNEX agrees to provide proactive status on service orders at the following intervals: acknowledgment, order entry confirmation, and completion.

3.3.3 Ordering and Provisioning for Unbundling

3.3.3.1 NYNEX shall provide MCI an electronic interface that will allow MCI to determine service Due Date intervals, schedule appointments, and adjust pending order Due Dates in the same time frames used by NYNEX.

3.3.3.2 NYNEX shall provide MCI information on charges associated with special construction. NYNEX will identify and notify MCI as soon as

possible of the requirement for special construction and any charges associated with necessary construction. NYNEX will not initiate such special construction without MCIm's prior agreement to the charges.

3.3.3.3 NYNEX shall provide MCIm with the capability to initiate and obtain results of mechanized loop tests.

3.3.3.4 NYNEX shall provide MCIm with confirmation of circuit assignments.

3.4 Standards

3.4.1 General Requirements

3.4.1.1 MCIm and NYNEX shall mutually agree upon the appropriate ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of that Network Element or combination of Network Elements and shall be known as data elements as defined by the TCIF-EDI-SOSC.

3.5 Performance Measurements and Reporting

3.5.1 Cycle Time Measurements

3.5.1.1.1 **Resale.** NYNEX will provide resale service that is at least equal in quality to that provided by NYNEX to any other party to which NYNEX provides the service. NYNEX will measure the quality of service by utilizing the existing NYPSC service standards that measure retail service where applicable. NYNEX will agree to work cooperatively with MCIm to develop and implement carrier to carrier service standards based on data collected during the initial year of this Agreement.

3.5.1.1.2 Excepting expedited Due Date requests, the following order intervals shall constitute the basis for measuring NYNEX service order performance under this Agreement. MCIm may, at its discretion, modify such measurements from time to time.

3.5.1.2 NYNEX shall provide and acknowledge each and every MCIm service order within one (1) hour of receipt by NYNEX.

3.5.1.3 NYNEX shall process MCI service orders and provide either (FOC/SOC) of a correct service order or notification of a rejected order, and the detail of the errors, within four (4) hours of receipt of service order from MCI.

3.5.1.4 NYNEX shall complete any suspend/block/restore order in the same interval it completes suspend/block/restore orders for itself and other similarly situated Telecommunication Carriers.

3.5.1.5 When MCI specifies a DDD that is greater than the standard intervals defined in this Agreement, NYNEX shall complete ordering and provisioning activities no later or earlier than that date.

3.5.1.6 For expedited Due Date requests, NYNEX shall confirm to MCI within two (2) business hours after NYNEX receipt of such request from MCI whether NYNEX can complete an initially-submitted order within the expedited interval requested by MCI. Confirmation may be provided by NYNEX via telephone call with follow up confirmation to be provided by NYNEX according to normal procedures and measurement intervals.

3.5.1.7 Subsequent to an order which has been initially submitted by MCI, MCI may require a new/revised due date that is earlier than the minimum defined interval.

3.5.1.7.1 For such requests, NYNEX shall confirm to MCI, as soon as possible, after checking all appropriate organizations required to fulfill the request, whether NYNEX can complete the order within the expedited interval requested by MCI. Confirmation may be provided by NYNEX via telephone call with follow up confirmation to be provided by NYNEX according to normal procedures and measurement intervals.

3.5.1.8 Cycle time intervals for ordering and provisioning of all resold services and unbundled Network Elements are set forth in 3.5.1.8.2. In the event an order is rejected for any reason mutually agreed upon by NYNEX and MCI, this interval timeframe will restart when MCI resubmits an order to NYNEX.

3.5.1.8.1 [INTENTIONALLY LEFT BLANK]

3.5.1.8.2 Cycle time intervals for ordering and provisioning of resale services and unbundled Network Elements are described below:

<u>PRODUCT OR SERVICE</u>	<u>INTERVAL</u>
Service Orders With No Dispatch:	
Business Basic Links/POTS Services	
1-20 lines	2 business days
21-40 lines	7 business days
41-60 lines	12 business days
Over 60 lines	To be negotiated
Residential Basic Links/POTS Services	W/in 24 hrs of Service Order receipt by NYNEX
Service Orders With Dispatch:	
Business Basic Links/POTS Services	
1-9 lines	5 business days
10-40 lines	10 business days
41-60 lines	14 business days
Over 60 lines	Individual case basis
Residential Basic Links/POTS Services	W/in 5 days of Service Order receipt by NYNEX
Business Lines/trunks; plant or other facilities not available	Individual case basis
Centrex Station lines	
1-9 lines	5 business days
10-50 lines	10 business days
Over 50 lines	Individual case basis
Business/Residential Premium Links	
1-12 links	8 business days
Over 12 links	To be negotiated
Extended Links/Private Lines	
1-12 Circuits	9 business days
13-24 Circuits	14 business days
25-38 Circuits	18 business days
39-50 Circuits	22 business days
Over 50 Circuits	To be negotiated

<u>PRODUCT OR SERVICE</u>	<u>INTERVAL</u>
SERVICE DISCONNECTS	
With no dispatch	
Business or Residential	Within 4 hours after Service Order receipt by NYNEX
Unbundled switching elements	
Business or Residential	Within 4 hours
Line Port/Analog Private Line	
1-12 circuits	9 business days
13-24 circuits	14 business days
25-38 circuits	18 business days
39-50 circuits	22 business days
Over 50 circuits	To be negotiated
Basic Rate Interface-ISDN Port	
Local 1-12 lines	8 business days
virtual 1-12 lines	12 business days
Primary Rate Interface-ISDN Port	
1-12 lines	12 business days
T1-Flexpath equivalent	15 business days
Other unbundled elements with no dispatch	Within 24 hours
Business or Residential	

3.5.1.9 [INTENTIONALLY LEFT BLANK]

3.5.1.10 [INTENTIONALLY LEFT BLANK]

3.5.1.11 NYNEX shall provide MCI's appointment times within a four (4) hour block of time.

3.5.2 Quality Measurements

3.5.2.1 NYNEX ordering and provisioning functions performed for MCI shall meet the following Performance Quality Measurements unless otherwise negotiated with MCI or otherwise determined by the Commission's industry-wide service quality proceeding, Case 97C-0139,

based on NYNEX's provision of documentation related to its own Quality Measurem

Provisioning Function	Performance Quality Measurement
Resale Installation Provisioned Correctly in less than five (5) days	Residence: 85% Business: 85%
Unbundling Installation Provisioned Correctly in less than five (5) days	Residence: 85% Business: 85%
Missed Appointments for Resale Services	Residence: $\leq 3\%$ Business: $\leq 3\%$
Missed Appointments for Unbundled Network Elements	Residence: $\leq 3\%$ Business: $\leq 3\%$

3.5.2.2 NYNEX shall maintain provisioning service that results in no more than 3.5% of orders resulting in one or more trouble reports within thirty (30) days of installation.

3.5.2.3 NYNEX shall maintain provisioning service that results in less than 3.5% of orders resulting in one or more dispatches within thirty (30) days of installation.

3.5.2.4 NYNEX shall maintain provisioning service that results in less than 3.5% of orders resulting in one or more subscriber calls within thirty (30) days of installation.

3.5.3 Reporting

3.5.3.1 NYNEX shall provide, at a minimum, the following comparative reports to MCI, both for MCI orders and for NYNEX orders, presented by State, Area Code, Central Office, Product Feature, and issue such reports on a monthly basis:

3.5.3.1.1 Total number and percent of jeopardies

3.5.3.1.2 Total number and percent of missed appointments